



## **SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Shirley Machin, with reference to the following facts:

1. At all times mentioned herein, Shirley Machin operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 12216 CR 3632, Ada, OK 74820.

2. APHIS has documented evidence of Shirley Machin's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Shirley Machin's failure to provide adequate veterinary care and to use appropriate methods to prevent, control, diagnose, and treat diseases and injuries to the dogs in the facility; to not interfere with APHIS officials in the performance of their official duties; to adequately clean primary enclosures; to provide potable water to animals; and, to adopt an effective method of pest control, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.4; 2.40(b); 3.10; 3.11(d)).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Shirley Machin have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Shirley Machin admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Shirley Machin consents and agrees to the following:

- a. Shirley Machin agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Shirley Machin signs this Settlement Agreement.
- b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Shirley Machin holds at the time Shirley Machin signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- c. Animal Care will, upon written request, grant an exemption for Shirley Machin to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Shirley Machin lives allow her to keep the animals.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Shirley Machin's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Shirley Machin's facility within twelve (12) weeks from the date Shirley Machin signs this Settlement Agreement to verify compliance with paragraph (a) above. Shirley Machin shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Shirley Machin shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Shirley Machin signs this Settlement Agreement.







e. As of the date Shirley Machin signs this Settlement Agreement, AWA license 73-A-2522 is hereby revoked.

f. Shirley Machin and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 12216 CR 3632, Ada, OK 74820.

7. Shirley Machin consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Shirley Machin based upon the non-compliant items documented at 12216 CR 3632, Ada, OK 74820, in connection with animal welfare investigation OK140003-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Shirley Machin's agreements and actions described in paragraph 6 above, and the promises and admissions of Shirley Machin set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Shirley Machin in connection with the alleged AWA violations documented in animal welfare investigation OK140003-AC.

APHIS and Shirley Machin warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture

Shirley Machin

Signature: 

Date: 9-1-14

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: 

Date: 9/16/2014

Bernadette Juarez  
Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture